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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 ROBERT WALTERS, an individual, and
10 TERRY THORP, an individual,

11 Plaintiffs,

12 v.
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14 SUPERIOR TANK LINES NORTHWEST
15 DIVISION, LLC, a foreign limited liability
16 company,

17 Defendant.

Case No. C19-0191RSL

ORDER DENYING MOTION TO
AMEND COMPLAINT

18 This matter comes before the Court on plaintiffs' "Motion to Amend Complaint." Dkt.
19 # 22. For the following reasons, plaintiff's motion is DENIED.
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21 Pursuant to Fed. R. Civ. P. 15(a), leave to amend "shall be freely given when justice so
22 requires." There is, therefore, a "strong policy in favor of allowing amendment" after
23 "considering four factors: bad faith, undue delay, prejudice to the opposing party, and the futility
24 of amendment." Kaplan v. Rose, 49 F.3d 1363, 1370 (9th Cir. 1994). A proposed amendment
25 will be rejected as futile "if no set of facts can be proved under the amendment to the pleadings
26 that would constitute a valid and sufficient claim or defense." Combs v. Lehman, No. C08-5063
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ORDER DENYING
MOTION TO AMEND - 1

1 RJB/KLS, 2010 WL 1537289, at *1 (W.D. Wash. Apr. 15, 2010) citing Miller v. Rykoff–
2 Sexton, Inc., 845 F.2d 209, 214 (9th Cir. 1988). Futility of amendment, standing alone, can
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4 justify the denial of a motion to amend. U.S. ex rel. Lee v. SmithKline Beecham, Inc., 245 F.3d
5 1048, 1052 (9th Cir. 2001).

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7 Defendant Superior Tank Lines argues that the proposed amendment should be denied as
8 futile because the new complaint does not remedy the factual and legal deficiencies the Court
9 noted in the original complaint, which the Court dismissed for two separate reasons. The Court
10 finds that plaintiffs’ proposed amended complaint does not state a claim upon which relief can
11 be granted. Fed. R. Civ. P. 12(b)(6).

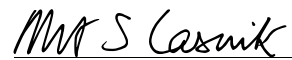
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14 First, the Court found in its Order Granting Defendant’s Motion to Dismiss that plaintiffs
15 failed to meet all the conditions precedent that would entitle them to the safety bonuses. This
16 failure means that defendant was not obligated to make the payments to plaintiffs and thus the
17 payments cannot be considered wages as defined under RCW 49.46.010(7). Plaintiffs’
18 statement in its amended complaint that “plaintiffs satisfied all of the safety bonus requirements
19 in the quarter prior to their terminations” is not supported by any new facts that change the
20 undisputed allegation that plaintiffs’ employment was terminated before the payout date for the
21 safety bonuses. Dkt. # 1-2 at ¶ 2.11; Dkt. # 22-1 at ¶ 2.11.

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25 Second, plaintiffs add no facts to the proposed amended complaint to create a plausible
26 inference that defendant’s conduct was “willful.” The revisions are simply conclusory
27 allegations and mere recitals of the elements that would support a claim. Ashcroft v. Iqbal, 556
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1 U.S. 662, 679 (2009). Thus plaintiffs' revised complaint fails to provide sufficient facts to
2 support a claim that survives under the 12(b)(6) standard.
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4 For all the foregoing reasons, plaintiffs' proposed amendment is futile and the motion to
5 amend is hereby DENIED.
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8 Dated this 12th day of July, 2019.
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12 Robert S. Lasnik
13 United States District Judge
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